

מדינת ישראל

ק"מ, מ"מ

1 Lab 76 45

GOVERNMENT OF PALESTINE

C.S.O.

SUBJECT:

Defence (Trade Disputes) order 1942
Abdul A'fu Eff. Al Alul owner of Nablus
Tulkarm Bus Company

GPP. 8367-9003-9-7-39-086/8.

CONNECTED FILES

NUMBER AND YEAR

SUBJECT

מדינת ישראל
 גנזך המדינה



DER 1942. (TRADE DISPUTES) DEFENCE
 U EFF. AL ALUL - OWNER OF NABLUS

מ-261/46

מזהה פריט: 000n7xf
 כתובת: 2-112-4-8-2

תאריך הדפסה: 13/07/2017

INDEXED

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מדינת ישראל
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261 / 46

מ

ארץ ישראל
ממשלת המנדט

① Dir. Dept. Labour

12.12.45

② Ag. Secretary.
W.S.B

13/12

12/12/45

Your comments on fol. ①
would be appreciated.

O.

③ Sub. Report.

for C.S.

The undertaking concerned is a

14/12

small bus company operating between Nablus and
Tulkarm. Having regard to the general importance
of transport companies to the economy of the
country, I support the recommendation in para. 3 of
fol. ①.

41) Please draft minute in usual
form for submission to C.S.

P
15.12.

Herewith, H. 17/12

18/12

(5) C.S.

The Director, Department of Labour reports the cir-
cumstances of a trade dispute in the Nablus-Tulkarm Bus
Company, the owner of which is Abdul A'fu Eff. Alul and re-
commends that the dispute be referred for settlement to an
arbitration board under the Defence (Trade disputes) Order,
1942.

2. The points at issue are as stated at paragraph 3
of folio (1). 5 employees are involved.

3. The undertaking concerned is a bus company operating
between Nablus and Tulkarm, and although it is a small one
the War Supply Board in minute (3) support reference to
arbitration in view of the importance of transport, in general,
to the economy of the country.

4. It is accordingly recommended that the dispute in
question be referred to an arbitration board.

Very well.
So referred.

December, 1945.

14/12

21/12
22/12

22/12

⑥ To D.D.L.

25.12.45

Pa

27/12

⑦ From D. D. L.

11. 1. 56 10/11

⑧ ~~Lord Oxford~~
0 -

P.A.S (E)

Lot. (7) submitted for inf. please.

23/1

(9) ~~See~~ ~~W. B.~~
23/1

0 23/1

P.A.

0 24/1

GOVERNMENT OF PALESTINE.

(Chief Secretary)

TEL. 4421 - P.O.B. 998

REFERENCE H/17/1 ALUL.

DEPARTMENT OF LABOUR,
JERUSALEM.



December, 1945.

Chief Secretary.

Defence (Trade Disputes) Order, 1942.
Abdul A'fu Eff. Al Alul Owner of Nablus-Tulkarm Bus Company.

In accordance with the provisions of paragraph 6 of the Defence (Trade Disputes) Order, 1942, I have to report the circumstances of a trade dispute in the above named undertaking.

2. The dispute was reported to me on 14.11.45.
3. The points at issue are as follows:-
 1. Wages
 2. Overtime
 3. Expense allowance
 4. Hours
 5. Weekly day of rest
 6. Annual leave
 7. Sick leave
 8. Religious holidays
 9. Dismissal procedure
 10. Leaving indemnity
 11. Insurance for drivers.
4. 5 employees are involved.
5. The Inspector of Labour for the Jerusalem Region has endeavoured to conciliate, but so far without success.
6. As settlement has not been reached within 21 days of date on which the dispute was reported, this information is submitted in order that you may consider the reference of the matter to an Arbitration Board.
7. In all the circumstances it is my opinion that the dispute should be so referred.

Rm Gaus

DIRECTOR
DEPARTMENT OF LABOUR.

DEPARTMENT OF LABOUR
OFFICE OF THE
COMMISSIONER

W. J. A. 1000

1000

As the Commission is of the opinion that the Commission should be constituted as follows:

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- 2. The Commission should be constituted as follows:
- 3. The Commission should be constituted as follows:
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- 9. The Commission should be constituted as follows:
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I/LAB/76/45

22 December 1945

Director
Department of Labour.

I am directed to refer to your letter no. E/17/1 Alul of the 12th December 1945 regarding a trade dispute in the Nablus-Tulkarm Bus Company the owner of which is Abdul A'fu Eff. Al Alul and to inform you that the Chief Secretary has on the 22nd December 1945 ordered that the dispute in question should be referred for settlement to an arbitration board under the Defence (Trade Disputes) Order 1942.

OXFORD

CHIEF SECRETARY.

Mr. Sahwel

22.12 23.12

TH

DEFENCE (TRADE DISPUTES) ORDER, 1942.

CHIEF SECRETARY'S OFFICE
(Chief Clerk)

7

22 JAN 1946
I/426/76/45

In the matter of a Trade Dispute between
Abdul 'Afu Eff. Al-Alul, Nablus, and his workers.

In his letter No. H/17/1 Alul, dated the 31st of December, 1945, the Director, Department of Labour intimated that the Chief Secretary had ordered that the dispute existing between Abdul 'Afu Al-Alul, owner of a bus service on the Nablus-Tulkarm route and his workers, as represented by the Palestine Arab Workers Society, Nablus, should be referred for settlement to an Arbitration Board constituted as follows :-

Chairman	: Mr. M.F. Abcarius, C.B.E.	
Members	: Bahjat Eff. El Ma'ri Mufeed Eff. Nashashibi Mr. E.T. Gelat	} Appointed members. - Representative of Interests of Employers.
	: Malek Eff. El Masri	

2. The Board held one sitting in the Jerusalem Regional Office of the Department of Labour, Jerusalem, on the 10th January, 1946, and heard the evidence of both parties to the dispute who were represented as under :-

Employer	: Abdul 'Afu Eff. Al-Alul.
Workers	: Fayed Eff. Abu Ghazaleh : Palestine Arab Workers Society, Nablus.

The representative of the workers put forward to the Board the following claims :-

- i) The limitation of hours of work to 48 hours per week;
- ii) The grant of a weekly day of rest with full pay;
- iii) The grant of sick leave at the following rates :-
 - a) 30 days on half pay to workers who completed 1 to 3 years service;
 - b) 15 days with full pay and 15 days with half pay to workers who completed between 3 and 7 years service;
 - c) 30 days with full pay to workers who completed 7 or more years of service.

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- iv) The grant of nine days with full pay as religious holidays every year;
- v) The insurance of workers against accidents;
- vi) The grant of annual leave at the following rates :-
 - a) 7 days with full pay per annum to workers who completed between one and three years' service;
 - b) 14 days with full pay per annum to workers who completed between three and seven years' service;
 - c) 21 days with full pay per annum to workers who completed seven or more years of service.
- vii) That no worker should be dismissed unless agreed upon by representatives of the employer and the Society who should conduct an investigation. In case of disagreement the matter to be referred to an Arbitrator agreed upon by both and whose decision will be binding on both parties;
- viii) The payment of a minimum wage of LP. 24 per month
 - (a) including high cost of living to drivers;
 - (b) The payment of a minimum wage of LP. 12 per month to 'Controllers';
 - (c) The payment of a minimum wage of LP. 20 per month to each of the Chief Controller and Assistant Manager;
- ix) The payment of overtime at the rate of 50 percent over the normal hourly wages for overtime during the day and 100% for overtime worked during the night;
- x) The payment of subsistence and lodging allowances at the rate of 400 mile per night to the drivers and controllers when required to sleep outside their normal residence;
- xi) The payment of Leaving Indemnities to the workers at the rate of one month's pay for every year of service;

3. Having heard the representations of the employer and the representative of the workers, the Board unanimously agreed to make the following Award :-

A W A R D .

1) Hours of Work :-

The hours of work shall be eight actual working hours per day within a period of ten consecutive hours to be arranged by the employer.

ii) Weekly Day of rest :-

Every worker shall be granted one day of rest on full pay every fortnight so arranged by the employer as to avoid dislocation of the service.

iii) Sick Leave :-

Sick leave at the following rates shall be given to every worker on the production of a certificate from the Government Medical Officer :-

- a) 30 days on half pay per annum to workers who completed one year and less than three years of service;
- b) 15 days with full pay and 15 days with half pay per annum to workers who completed three years and less than seven years of service;
- c) 30 days with full pay per annum to workers who completed seven or more years of service.

iv) Religious Holidays :-

Every worker shall be granted five days as religious holidays with full pay per annum to be so arranged by the employer as to avoid dislocation of the service.

v) Insurance of workers against accidents :-

The workers employed at this undertaking are covered by the provisions of the Workmen's Compensation Ordinance. The Board, however, recommend that the employer should consider the question of the insurance of the workers against accidents.

vi) Annual Leave :-

Annual leave at the following rates shall be given to every worker :-

- a) Five days with full pay in respect of the first year of service;
- b) Ten days with full pay per annum in respect of the second to the fifth year of service inclusive;
- c) Fifteen days with full pay per annum in respect of the sixth year and every year thereafter.

vii) Procedure in regard to dismissal of workers :-

During the first year of service of a worker,

which shall be considered as a probationary period, the employer has the right to terminate the services of a worker without notice. Provided that this rule shall not apply to the workers at present employed who have completed one year's service at the date of this award.

The following procedure shall be adopted after the completion of the first year of service :-

On the commission of the first offence, being other than theft, a worker shall be served by the employer with a warning in writing, with a copy to the Palestine Arab Workers Society, Nablus, stating the nature of the offence committed and warning him that a repetition of the offence or the commission of another offence may lead to his discharge.

On the commission of a second offence within the period of one year, the employer shall immediately request the Palestine Arab Workers Society, Nablus, to investigate in cooperation with him the offence so committed. In case of disagreement on the result of the investigation, the matter shall be referred to a single arbitrator agreed upon by both parties and in default of agreement the Department of Labour, Jerusalem Region, shall be the sole arbitrator. The decision of the arbitrator shall be final and binding on both parties.

The employer shall have the right to suspend immediately from work any worker accused of dishonesty or theft and shall refer the matter forthwith to the Palestine Arab Workers Society, Nablus, for joint investigation and decision within a period of three days from the date of suspension.

viii) Wages :-

In view of the fact that the Board as now constituted had given an award in the case of the Tamimi Bus Co., Nablus, and had accepted to leave the determination of the wages to the employer on the distinct understanding that the workers could refer the matter to the Board if they are not satisfied with the arrangement made with their employer, the Board feels that any decision now taken will prejudice the decision of both employer and workers in the case of the Tamimi Bus Co.

The Board, therefore, decides provisionally that the increase of pay now demanded by the workers in this dispute should be left over until the case of Tamimi has been definitely settled, provided that any arrangement which may be reached or decision taken by the Board at a later date, should apply from a date not later than the 1st January, 1946.

The decision under this clause has been taken by a majority vote.

ix) Overtime :-

The workers shall be paid one and a half times ~~of~~ the normal hourly rate for each hour of overtime worked. The overtime rates shall be calculated on the basis of eight hours per day.

x) Subsistence and lodging expenses :-

The employer shall pay 300 miles to every worker who is required by the nature of his work to spend a night outside his normal residence.

xi) Leaving Indemnity :-

The employer shall pay leaving indemnities at the following rates to workers whose services are terminated on the following grounds :- (i) old age, (ii) health conditions, (iii) incapacity, (iv) reduction of staff, (v) to dependants in case of natural death & (vi) in all cases of dismissals except where an Arbitrator decides that a worker has forfeited his right to such indemnity :-

(a) 5 days pay, calculated on the basis of the last salary received in respect of every year served prior to the 1st January, 1946.

(b) 15 days pay, calculated on the basis of the last salary received in respect of every year of service as from the 1st January, 1946.

xii) Payment of wages during periods when buses are under repair :-

Drivers whose buses undergo repairs for a period exceeding eight days shall be paid full wages during the first eight days and, shall be granted any vacation leave due and not taken followed by fifteen days on half pay. Should other drivers in the meantime wish to take their annual leave in order to ensure continuous employment for a driver whose bus is undergoing repairs the employer shall facilitate such arrangements and grant their leave.

xiii) Notice of termination of appointment :-

Every worker shall after completing one year's service be entitled to fifteen days notice of the termination of his employment or fifteen days pay in lieu of notice. A worker who wishes to relinquish his employment shall give a similar period of notice.

xiv) Validity and Effective Date :-

This Award takes effect as from the 1st

January, 1946, and shall remain in force under Section 16 of the Defence (Trade Disputes) Order, 1942.

(Sgd.) C. YUSEF

SECRETARY :

(Sgd.) M. F. Aboune

CHAIRMAN :

Given at the Jerusalem Regional Office of the Department of Labour this 11th day of January, 1946.